

**NOTICE OF SUBSTITUTED TRUSTEE'S SALE**

STATE OF MISSISSIPPI     )  
COUNTY OF DESOTO        )

WHEREAS, on May 6, 2008, Anthony R. Renauldo and Crystal M. Renauldo executed a promissory note payable to the order of Wells Fargo Bank, NA; and

WHEREAS, the aforesaid promissory note was secured by a Deed of Trust dated May 6, 2008, executed by Anthony R. Renauldo and Crystal M. Renauldo and being recorded in Book 2897 at Page 775 of the records of the Chancery Clerk of Desoto County, Mississippi; and which aforesaid Instrument conveys to Wells Fargo Escrow Co., LLC, Trustee and to Wells Fargo Bank, NA, as Beneficiary, the hereinafter described property; and

WHEREAS, Wells Fargo Bank, NA, having executed a Substitution of Trustee to substitute Floyd Healy as trustee in the place and stead of Wells Fargo Escrow Co., LLC, the same having been recorded in Book 3609 at Page 459 of the records of the Chancery Clerk of Desoto County, Mississippi; and

WHEREAS, default having occurred under the terms and conditions of said promissory note and Deed of Trust and the holder having declared the entire balance due and payable; and

WHEREAS, Floyd Healy, Substituted Trustee in said Deed of Trust will on the 31<sup>st</sup> day of May, 2013, between the hours of 11:00 a.m. and 4:00 p.m., offer for sale and will sell at public outcry to the highest bidder for cash at the East front door of the Desoto County Courthouse, located at 2535 Highway 51 South in Hernando, Mississippi, the following described property located and situated in Desoto County, Mississippi, to wit:

LOT 16, SECTION A, 1ST REVISION, LEXINGTON CROSSING SUBDIVISION, AS SHOWN IN SECTION 2, TOWNSHIP 2 SOUTH, RANGE 6 WEST IN PLAT BOOK 74, PAGES 48-52 IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI, TO WHICH REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY

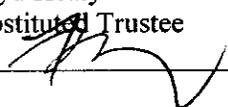
Indexing Instructions: Lot 16, Section A, 1st Revision, Lexington Crossing Subdivision, DeSoto County, Mississippi  
More commonly known as: 10879 LEXINGTON DRIVE, OLIVE BRANCH, MS 38654

Subject to the rights of way and easement for public roads and public utilities, and to any prior conveyance or reservation of mineral of every kind and character, including but not limited to oil, gas, sand and gravel in or under subject property.

As the undersigned Substituted Trustee, I will convey only such title as is vested in me under said Deed of Trust.

This 7<sup>th</sup> day of May, 2013.

Prepared by:  
Floyd Healy  
1405 N. Pierce, Suite 306  
Little Rock, Arkansas 72207

Floyd Healy  
Substituted Trustee  
  
\_\_\_\_\_

5-31-13

Insertion Dates: May 9, 2013; May 16, 2013; May 23, 2013; and May 30, 2013

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

WHEREAS, by Land Deed of Trust dated April 20, 2005 (the "Deed of Trust"), of record in Book 2204, Page 769, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi (the "Land Records"), H & B Homes, LLC (the "Borrower"), did convey in trust to Anne Davenport Bridgforth, as Trustee, a certain tract of land to secure payment of a debt in the original principal sum of \$332,000.00 payable to 1st Trust Bank for Savings. Said Deed of Trust is incorporated herein by reference; and

WHEREAS, Magna Bank, f/k/a 1st Trust Bank for Savings (the "Lender") is the true and lawful owner and holder of the debt aforesaid, which is secured by the Deed of Trust (the "Debt");

WHEREAS, R. Spencer Clift, III (hereinafter, the "Substitute Trustee") was substituted as trustee under the Deed of Trust in the place and stead of the original Trustee, and of any other substitute trustee, by that certain Substitution of Trustee dated April 23, 2013, recorded in the Land Records on April 26, 2013, in Book 3629, Page 640, and thereafter spread upon the land records maintained by the Chancery Court Clerk of DeSoto County, Mississippi; and

WHEREAS, default having been made in the terms and conditions of said Deed of Trust and the entire Debt secured thereby and the entire indebtedness having been declared to be due and payable in accordance with the terms of said Deed of Trust, the Lender, as holder of the Debt and the Deed of Trust has instructed the Substitute Trustee to foreclose under the provisions of the Deed of Trust in accordance with the terms of said Deed of Trust and applicable Mississippi law, for the purpose of raising the sums due thereunder, with the proceeds thereof to be applied in accordance with the terms and conditions of the Deed of Trust and related loan documents;

NOW, THEREFORE, I, R. Spencer Clift, III, acting solely in my capacity as Substitute Trustee and by virtue of the authority conferred upon me by the Deed of Trust, do hereby give notice that I will, between the legal hours of 11:00 a.m. and 4:00 p.m. on **Friday, May 31, 2013**, offer for sale at public outcry at the East entrance of the DeSoto County Courthouse, 2535 Highway 51 South, Hernando, Mississippi, to the highest and best bidder for cash the following described real property situated in DeSoto County, Mississippi (the "Premises" or "Property"), to-wit:

Lot 45, Estate of Southern Trails, Phase I, situated in Section 16, Township 2 South, Range 6 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 89, Pages 24-26, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Being the same property conveyed to H & B Homes, LLC by Warranty Deed dated April 20, 2005, of record in Book 498, Page 155, in said Land Records.

Said property is located at 8900 Dehart Drive, Olive Branch, Mississippi, and is also designated as parcel number 2065-16070-00045.00, but such address or designation is not a part of the legal description of the property sold herein and in the event of any discrepancy, the legal description herein shall control.

Said sale shall be made for cash to the highest and best bidder in cash subject to the following:

1. Any unpaid taxes against the property; and
2. Any recorded easements, conditions, covenants, rights-of-way or subdivision plats affecting the property; and
3. Any dedication of roads affecting the property and any governmental zoning and subdivision ordinances or regulations in effect; and
4. Any prior or superior liens, judgment, deeds of trust or other interests of record.

Substitute Trustee reserves the right to retain any escrows, reserves, security deposits, or other funds or rights to payment of funds and to apply the same in accordance with the terms and provisions of the Deed of Trust and related documents.

The right is reserved to adjourn the day of sale to another day and time certain, without further publication and in accordance with law, upon announcement of said adjournment on the day and time and place of sale set forth above.

The failure of any high bidder to pay the purchase price and close this sale immediately shall, at the option of the Substitute Trustee, be cause for rejection of the bid. The proceeds derived from the sale of the property will be applied as provided for in said Deed of Trust and are made a part hereof as if set forth verbatim herein. Substitute Trustee shall convey only such title as is vested in him as the Substitute Trustee.

This Notice of Sale has been posted and published in accordance with Miss. Code Ann. § 89-1-55 and any provisions of the Deed of Trust affecting same beginning Thursday, May 9, 2013.

R. Spencer Clift, III  
solely in his capacity as Substitute Trustee

BAKER, DONELSON, BEARMAN, CALDWELL  
& BERKOWITZ, P.C.  
Suite 2000  
165 Madison Avenue  
Memphis, Tennessee 38103  
901-577-2216

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